

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 1/9/2014

Action Requested By:  
Legal

Agenda Item Type  
Resolution

Subject Matter:

Invoke letter of credit.

Exact Wording for the Agenda:

Resolution authorizing the Clerk-Treasurer to Invoke Progress Bank Letter of Credit No. 9000049300 for Legacy Preserve Subdivision.

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 1-3-14

RESOLUTION NO. 14-\_\_\_\_\_

WHEREAS, Progress Bank issued a certain letter of credit (No. 9000049300), a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville Clerk-Treasurer be and is hereby authorized to present for payment to Progress Bank Letter of Credit No. 9000049300, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 9th day of January, 2014.

\_\_\_\_\_  
President of the City Council  
of the City of Huntsville,  
Alabama

APPROVED this the 9th day of January, 2014.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama



201 Williams Avenue  
Huntsville, Alabama 35801  
Phone 256.319.3600

**Amendment to IRREVOCABLE LETTER OF CREDIT NO. 9000049300**

**Beneficiary:**

City of Huntsville  
P. O. Box 308  
Huntsville, AL 35804

**Account Party:**

BWM Land, LLC  
401 Meridian Street Ste 401  
Huntsville, AL 35801

**Bank:**

Progress Bank and Trust  
201 Williams Avenue  
Huntsville, AL 35801

**Subject:** Article 5 Sidewalk, Letter of Credit  
**Subdivision** Legacy Preserve Subdivision  
**Amount** \$32,500.00  
**Issue Date:** 01/17/2013  
**Expiration Date:** 01/17/2014

**Amendment No. 4**

We hereby amend our Irrevocable Standby Letter of Credit No. 9000049300 as follows:

- 1) The maturity date is extended from 01/17/2013 to 01/17/2014

The original letter of credit and all amendments must be presented for full and final payment under this letter of credit.

All other terms and conditions remain unchanged.

Sincerely,

Kevin Wright  
Senior Vice President  
Progress Bank and Trust

OK  
CEH  
2/6/13

D/S2-1-13

MJ 2-5-13

bu KAH  
2/5/13



201 Williams Avenue  
Huntsville, Alabama 35801  
Phone 256.319.3600

**Amendment to IRREVOCABLE LETTER OF CREDIT NO. 9000049300**

**Beneficiary:**

City of Huntsville  
P. O. Box 308  
Huntsville, AL 35804

**Account Party:**

BWM Land, LLC  
401 Meridian Street Ste 401  
Huntsville, AL 35801

**Bank:**

Progress Bank and Trust  
201 Williams Avenue  
Huntsville, AL 35801

**Subject:** Article 5 Sidewalk, Letter of Credit  
**Subdivision:** Legacy Preserve Subdivision  
**Amount:** \$32,500.00  
**Issue Date:** 04/17/2009  
**Expiration Date:** 04/16/2010

**Amendment No.3**

We hereby amend our Irrevocable Standby Letter of Credit No. 9000049300 as follows:

- 1) The maturity date is extended from 03/25/2012 to 02/14/2013

The original letter of credit and all amendments must be presented for full and final payment under this letter of credit.

All other terms and conditions remain unchanged.

Sincerely,

Kevin Wright  
Senior Vice President  
Progress Bank and Trust

OK  
CEB  
3/6/12

OK  
PPD  
Legal  
3-2-12

1 2-28-12  
3 2-28-12

SW  
ST



201 Williams Avenue  
Huntsville, Alabama 35801  
Phone 256.319.3600

**Amendment to IRREVOCABLE LETTER OF CREDIT NO. 9000049300**

**Beneficiary:**

City of Huntsville  
P. O. Box 308  
Huntsville, AL 35804

**Account Party:**

BWM Land, LLC  
401 Meridian Street Ste 401  
Huntsville, AL 35801

**Bank:**

Progress Bank and Trust  
201 Williams Avenue  
Huntsville, AL 35801

**Subdivision:** Legacy Preserve Subdivision  
**LOC Number:** 9000049300  
**Amount:** \$32,500.00  
**Issue Date:** 04/16/2011  
**Expiration Date:** 03/25/2012

MS  
5/11/11

**Amendment No.2**

We hereby amend our Irrevocable Standby Letter of Credit No. 9000049300 as follows:

The amount is \$32,500.00

The maturity date is extended from 04/16/2011 to 03/25/2012

The original letter of credit and all amendments must be presented for full and final payment under this letter of credit.

All other terms and conditions remain unchanged.

Sincerely,

Kevin Wright  
Business Banker

OK  
CE/K  
5/13/11

MW 5-11-11

OK KCA 5/13/11



201 Williams Avenue  
Huntsville, Alabama 35801  
Phone 256.319.3600

**Amendment to IRREVOCABLE LETTER OF CREDIT NO. 9000049300**

**Beneficiary:**

City of Huntsville  
P. O. Box 308  
Huntsville, AL 35804

**Account Party:**

BWM Land, LLC  
401 Meridian Street Ste 401  
Huntsville, AL 35801

**Bank:**

Progress Bank and Trust  
201 Williams Avenue  
Huntsville, AL 35801

**Subject:** Article 5 Sidewalk, Letter of Credit  
**Subdivision:** Legacy Preserve Subdivision  
**LOC Number:** 9000049300  
**Amount:** \$32,500.00  
**Issue Date:** 04/17/2009  
**Expiration Date:** 04/16/2010

**Amendment No.1**

We hereby amend our Irrevocable Standby Letter of Credit No. 9000049300 as follows:

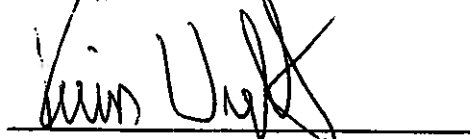
The amount will remain \$32,500.00

The maturity date is extended from 04/16/2010 to 04/16/2011

The original letter of credit and all amendments must be presented for full and final payment under this letter of credit.

All other terms and conditions remain unchanged.

Sincerely,



Kevin Wright  
Sr. Vice President

OK  
CWP  
5/12/10

OK MC 5/11/10

OK FMB 5/12/10

OK LCA 5/12/10



201 Williams Avenue  
Huntsville, Alabama 35801  
Phone 256.319.3600

**IRREVOCABLE LETTER OF CREDIT NO. 9000049300**

**Beneficiary:**

City of Huntsville  
P. O. Box 30B  
Huntsville, AL 35804

**Account Party:**

BWM Land, LLC  
401 Meridian St., Ste 301  
Huntsville, AL 35801

**Bank:**

Progress Bank and Trust  
201 Williams Avenue  
Huntsville, AL 35801

**Subject:** Article 5 Sidewalk, Letter of Credit for Legacy Preserve  
**Amount:** \$32,500.00  
**Issue Date:** 04/17/2009  
**Expiration Date:** 04/16/2010

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective April 17, 2009, for a sum not to exceed \$32,500.00. Available by your one or more Drafts at SIGHT on us.

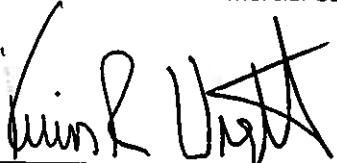
All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Progress Bank and Trust.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

**The original of this Letter of Credit must be presented with any drawing.**

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.



Kevin R. Wright  
Business Banker

OK  
CER  
5/8/09

OK DMB 5/8/09  
K BOK 5/4/9

OK KCA 5/6/09



First American Bank

SW 9/5

**AMENDMENT TO IRREVOCABLE LETTER OF CREDIT NO. 1808**

**Beneficiary:**

City of Huntsville  
P.O. Box 308  
Huntsville, Al. 35804

**Account Party:**

BWM Land, L.L.C.  
401 Meridian St., Ste 301  
Huntsville, Al. 35801

**Issuing Bank:**

First American Bank  
100 Church St., Ste 200  
Huntsville, Al. 35801

**SUBDIVISION:** Legacy Preserve  
**LOC Number:** 1808  
**Amount:** \$49,875.00  
**Date:** 6/21/06  
**Expiration:** 6/21/07

**AMENDMENT NO. 2**

We hereby amend our Irrevocable Standby Letter of Credit No. 1808 as follows:

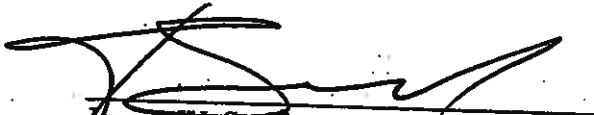
The amount is reduced from \$49,875.00 to \$32,500.00

The maturity date is extended from 6/21/08 to 6/21/09


The original letter of credit and all amendments must be presented for full and final payment under this letter of credit.

All other terms and conditions remain unchanged.

Sincerely,

  
James W. Smith  
Vice President

OK  
cejt  
4/22/08

  
Barry Bryan  
Vice President

OK 4/18/8

MJ 4-22-08 OK RCA 4/22/08





First American Bank

**AMENDMENT TO IRREVOCABLE LETTER OF CREDIT NO. 1808**

**Beneficiary:**

City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804  
(hereinafter "CITY")

**Applicant:**

BWM Land, L.L.C.  
401 Meridian St. Ste 301  
Huntsville, AL 35801  
(hereinafter "DEVELOPER")

**Issuing Bank:**

First American Bank  
100 Church Street  
Huntsville, AL 35801  
(hereinafter "FAB")

SUBDIVISION: Legacy Preserve

*Sidewalks*

LOC No. 1808

Amt: \$49,875.00

Date: 6/21/06

Expiration: 6/21/07

**AMENDMENT NO 1:**

We hereby amend our Irrevocable Standby Letter of Credit No. 1808 as follows:

The maturity date is extended from June 21, 2007 to June 21, 2008.

The original letter of credit and all amendments must be presented for full and final payment under this letter of credit.

All other terms and conditions remain unchanged.

Sincerely,

T. Chris Patty  
Sr. Vice PresidentPresident

Michelle M. Goddard  
Vice President

*OK OK 6/7/7*

*OK  
CEK  
6/13/07*

*M  
6-11-07  
OK OK 6/11/07*



**First American Bank**

**IRREVOCABLE LETTER OF CREDIT NO. 1808**

**Beneficiary:**

City of Huntsville  
P.O. Box 308  
Huntsville, AL. 35804

**Account Party:**

BWM Land, L.L.C.  
401 Meridian St., Ste 301  
Huntsville, AL. 35801

**Bank:**

First American Bank  
401 Meridian St., Ste 100  
Huntsville, AL. 35801

Subject: Article 5 Sidewalk, Letter of Credit for Legacy Preserve  
Amount: \$49,875.00  
Issue Date: 6/21/06  
Exp. Date: 6/21/07

emen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective June 21, 2006, for a sum not to exceed the aggregate of \$49,875.00. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to First American Bank.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Chris Patty, Sr. Vice President

OK AED 6/27/06  
OK KCA 6/27/06

Michelle M. Goddard, Vice President